

PARTIES

2. Plaintiff is a police officer in East Brunswick Township and has been so employed for seventeen years.
3. Defendant, Township of East Brunswick, is a municipal corporation within the State of New Jersey.
4. Defendant, Barry Roberson, was at all times relevant hereto the Director of the East Brunswick Township Police Department.
5. Scott Mayer, who at all times relevant hereto, is a Captain serving working for the East Brunswick Police Department.
6. George Kaltenbach, at all times relevant hereto, was a Sergeant working for the East Brunswick Police Department.
7. Alan Quercia at all times relevant hereto, was a Lieutenant working for the East Brunswick Police Department.

FACTS

8. As noted above, Plaintiff is a seventeen year veteran of the East Brunswick Township Police Department.
9. During that period of time Plaintiff has developed a statewide reputation as one of the finest law enforcement officers in the field of enforcing the laws against driving while intoxicated in the State of New Jersey.
10. Plaintiff has for many years averaged over 100 DWI arrests per year. His conviction rate is 99% on the impeccable arrests that he makes.
11. Due to Plaintiff's efforts East Brunswick Township was required to assign hire for the Municipal Court additional prosecutors and Judges because of the extensive amount of cases that Marcantonio was able to develop and increased funding by Highway Traffic Safety.

12. Throughout his tenure Plaintiff's evaluations have always been impeccable, rating him as the third or fourth highest officer in the department.
13. Plaintiff has been provided with numerous statewide awards including for Mothers Against Drunk Driving as well as national speaking engagements.
14. Due to his skill and reputation Plaintiff has been asked to lecture extensively around the state to other law enforcement officials on how to properly enforce the laws and identify alcohol impaired drivers and drug impaired drivers against driving while intoxicated including members of the New Jersey State Police.
15. Plaintiff has repeatedly been assigned by his department and asked to train, certify and lecture to churches and schools against the evils of driving while intoxicated. Indeed Plaintiff has become a PTC certified instructor/DRE (Drug Recognition Expert) Trainer.
16. Because of his success rate and the probabilities of when most intoxicated drivers are on the road, Plaintiff for a period of four years had been assigned to a DWI unit on shift from 8:00 p.m. at night until 4:00 a.m. in the morning. Moreover, because of Plaintiff's success an entire squad was built around his work with at least two other officers and a supervisor.
17. However, Plaintiff's health began to suffer because of his 8:00 p.m. to 4:00 a.m. shift work. Because of Plaintiff's success rate, numerous persons that he had investigated and charged with DWI were scheduled for Court.
18. Court was regularly scheduled for 9:00 a.m. in the morning. Despite Plaintiff's excellent and valuable work for East Brunswick, Plaintiff's supervisors refused to accommodate him to allow him some time to sleep before appearing in Court on those Court sessions when Plaintiff's cases were scheduled.
19. Plaintiff's superiors, Defendants Roberson, Mayer, Quercia and Kaltenbach , demanded that Plaintiff stay on his shift lasting until 4:00 a.m. whereupon it took

Plaintiff almost an hour to get home and an hour then to return to Court to begin prosecuting cases at 9:00 a.m. on those sessions when Plaintiff was scheduled to prosecute his cases.

20. As a result of the increasing stress and detrimental health effects due to his work schedule, Plaintiff's weight and blood pressure increased dramatically and he developed sleeping disorders, anxiety and depression.
21. Moreover, in December, 2000, Plaintiff was involved in a shooting incident at South River. Despite the traumatic event and despite standard police protocol, Plaintiff was provided with no counseling for that incident as well.
22. In reality, the treatment that Plaintiff received from his department, despite Plaintiff's excellent service, was retaliation for Plaintiff's continued exercise of protected speech within the department. Starting in or about 2001 and continuing to the present, Plaintiff complained repeatedly to Defendants that the East Brunswick Police were engaging in illegal racial profiling, the stopping and interrogation of motorists based at least partially on race.
23. Moreover, because of Plaintiff's commitment to enforce the drunk driving laws so that all persons could be safe on the highway, Plaintiff complained and continues to complain about the practice that many police officers engage in whereby they allow intoxicated officers to drive away without charges.
24. As a result of Plaintiff's activities in stopping intoxicated police officers, Plaintiff was severely ridiculed by his fellow officers and as noted above, began suffering retaliation by virtue of the fact that his department refused to change his shift hours and/or in any way accommodate an unbearable schedule of working an entire shift and then appearing in Court all day.
25. In addition to his complaints to superiors about the illegal refusal of fellow officers to prosecute other police officers for intoxicated driving, Plaintiff has complained

about numerous other important safety issues:

- a. From December, 2005 and continuing to the present, Plaintiff complained and alerted his supervisors to the fact that the shotgun racks in East Brunswick's police cars are behind an officer's head. Shotguns must remain loaded while an East Brunswick police officer is on duty. The potential of a loaded shotgun behind an officer's head in the event of an accident is obvious. Plaintiff also complained about unsafe computer mounts and radar mounts which caused at least two officers to suffer head injuries.
- b. From December, 2005 and continuing to the present, Plaintiff has repeatedly complained about the East Brunswick Police Department's operation with respect to the release of drunken drivers. It is now accepted protocol with respect to drunken drivers that they cannot be released until they are sober or a responsible person can pick them up. Instead, on numerous occasions East Brunswick released drunken drivers without proper safeguards. One driver who was released too early went home and killed himself by hanging himself.
- c. In 2003 or 2004, another occasion a woman was arrested for intoxicated driving and when taken to the station had signs of liver failure. Instead of having her taken to the hospital, the supervisor attempted to release her to a taxi. She died three days later of liver failure.
- d. On or about December, 2005 on yet another occasion the Department released a drunken driver too early and that person was not released to a responsible person, but taken by another police officer to a hotel where the driver ultimately died as a result of a drug overdose.
- e. From December, 2005 and continuing to the present, Plaintiff has repeatedly complained about these conditions and even requested a change in the Standard Operating Procedures of the Department approximately two years ago but the

- department had refused to act for at least a year on same instead opting to subject Plaintiff to retaliatory and unbearable conditions and releasing drunks to taxi cabs.
- f. The Department has denied Plaintiff's attempts to transfer at least five times.
 - g. The Plaintiff has complained that the Department has unfair evaluation procedures and ticket quotas and promotional practices.
26. As if to retaliate against Plaintiff further, Defendants disbanded the effective drunken driving unit in which he worked for several months in 2004 to 2005 and left Plaintiff with the duties of the unit after transferring out other members of the unit.
 27. In further retaliation against Plaintiff's outspoken actions, Plaintiff has been denied the ability to advance in his career particularly in his specialty of drunken driving enforcement. Defendants refuse to allow Plaintiff the necessary time to accept invitations to instruct other police officers and civic groups.
 28. The Departments singled Plaintiff out for "light duty" assignments while injured recently and allows other officers to recuperate at home.
 29. The Plaintiff complained that the Department misused Highway Traffic/Drunk Driving Funds (DDF) by purchasing a Dodge Durango motor vehicle originally intended for use by the DWI unit, but which is currently used for impound and motorcycle courses.
 30. The Plaintiff complained that the Department also purchased computers and court furniture with DDF funds.
 31. The Plaintiff complained that the Department has destroyed video evidence and permits the practice of shutting off cameras to hide illegal searches.
 32. The Department has misused Portable Breath Testing devices.

CAUSES OF ACTION

COUNT ONE (NEW JERSEY STATE CIVIL RIGHTS ACTION/STATE CONSTITUTIONAL CLAIM)

33. Plaintiff incorporates the allegations of the previous paragraphs as if set forth at length herein.
34. The illegal, unconstitutional and discriminatory acts of the Defendants constituted acts of a de facto policy to discriminate, and retaliate against Plaintiff for protected expression, use unlawful force against Plaintiff and detain him in violation of his constitutional rights under the New Jersey State Constitution including, but not limited to, Article I, Section 1; Article I, Section 5 - denial of rights; and Article I, Section 7.

COUNT TWO (CEPA CLAIM)

35. Plaintiff incorporates the allegations of the previous paragraphs as if set forth at length herein.
36. At all times relevant to the Complaint, the East Brunswick Police Department was an agency of the State of New Jersey and the individual Defendants were employees of the East Brunswick Police Department, with supervisory authority over the Plaintiff.
37. On numerous occasions, pursuant to his duties as a sworn member of the East Brunswick Police Department, Plaintiff reported to his superior officers, within the chain of command, instances of violations of law and policy as described above.
38. As a result of his disclosures and complaints, Plaintiff (1) has been wrongfully punished and subject to retaliation as described above, and (2) was transferred to undesirable assignments and/or denied transfer to more appropriate assignments.
39. As a direct and proximate result of the retaliation and mistreatment, Plaintiff has suffered diverse injuries to his health and to his mental and emotional well-being as

well as his career.

40. By retaliating against Plaintiff for disclosing to his supervisors actions constituting violations of public policy, Defendants (all or some) violated New Jersey Conscientious Employees Protection Act, N.J.S.A. 34:19-1 et seq.

**COUNT THREE
(VIOLATION OF NEW JERSEY LAW AGAINST DISCRIMINATION)**

41. Plaintiff incorporates the allegations of the previous paragraphs as if set forth at length herein.
42. The actions of Defendants East Brunswick Police Department and the individual Defendants violated Plaintiff's rights pursuant to the New Jersey Law Against Discrimination based on his medical condition.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief and judgment against the Defendants, including but not limited to:

- A. An award of compensatory damages and punitive damages which are allowed by statutes pleaded herein or as permitted by common law and rules.
- B. An award of reasonable attorney's fees and costs of suit as well as interest thereon;
- C. Any other award and equitable relief allowed by statute, or pursuant to the law or equitable and just power of the Court to which Plaintiff is entitled;

JURY DEMAND

Plaintiff hereby demands trial by jury of all issues in this action.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Plaintiff designates William H. Buckman as trial counsel in this

matter.

CERTIFICATION PURSUANT TO R. 4:5-1

Plaintiff, by his attorney, hereby certifies that no other action regarding the matters alleged in this Complaint are related to any other existing case or controversy nor is any related action contemplated at this time.

DATED: 7/17/07


William H. Buckman
WILLIAM H. BUCKMAN
Attorney for Plaintiff

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is made this 22nd day of October, 2010, by and between **JOSEPH MARCANTONIO**, (hereinafter referred to as "Marcantonio" or "Plaintiff"), and the **TOWNSHIP OF EAST BRUNSWICK, on behalf of itself and including its representatives, employees and agents** (hereinafter referred to as "Defendant").

WHEREAS, Plaintiff filed a civil action against Defendant and Barry Roberson, George Kaltenbach, Scott Mayer and Alan Quercia in a lawsuit entitled Marcantonio v. Township of East Brunswick, et al. in the New Jersey Superior Court, Law Division, Middlesex County, Docket No. MID-L-6428-07 (hereinafter referred to as the "Lawsuit"); and

WHEREAS, the Court having dismissed with prejudice Barry Roberson, George Kaltenbach, Scott Mayer and Alan Quercia by Order filed June 28, 2010, said order attached hereto as Exhibit A; and

WHEREAS, Plaintiff asserted various allegations and whereas Defendant denies any liability with respect to all matters asserted by Plaintiff and denies that Plaintiff is entitled to any relief on the asserted claims in the Lawsuit; and

WHEREAS, the Plaintiff and Defendant now wish fully and finally to compromise and settle the Lawsuit to avoid the further burden, expense, hardship, inconvenience and distraction of further litigation and/or appeal between them; and

WHEREAS, the Plaintiff and Defendant hereto have reached a settlement agreement to fully and finally resolve all claims among them, including those asserted in the Lawsuit; and

WHEREAS, the Plaintiff and Defendant have agreed to settle in full all claims Plaintiff had

or may have against Defendant, including, but not limited to, all claims that were or could have been raised in the Lawsuit; and

WHEREAS, Plaintiff's initial demand was \$750,000; and through negotiation and collaborative effort by all parties said demand was lowered to \$100,000; and through negotiation and collaborative effort by all parties said demand was lowered again to \$50,000; and through negotiation and collaborative effort by all parties said demand was lowered to a final amount of \$22,500; and

NOW, IN CONSIDERATION of the payment to Plaintiff provided for by this Agreement, and other good and valuable consideration and the promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. In full and complete satisfaction of all claims as more fully pled in the Complaint and filed in the action entitled Marcantonio v. Township of East Brunswick, et al. in the New Jersey Superior Court, Law Division, Middlesex County, Docket No. MID-L-6428-07, Defendant will issue a check made payable to William H. Buckman, Esq., in Trust for Joseph Marcantonio (Tax ID No.: 22-3040026), in the amount of \$22,500.00 (twenty two thousand and five hundred dollars) for alleged damages, inclusive of all fees, costs, expenses, including but not limited to experts, costs, transcribers, investigators, service fees and outside counsel related in any way to the within Lawsuit. Plaintiff has requested the payment be as indicated and further waives any additional rights of recovery for economic loss, including those for lost wages and medical expenses; personal injuries, including claims for physical injuries and emotional distress; and court fees and costs; and attorneys' fees and costs, as contained in the Lawsuit.

2. Defendant makes no representations regarding the federal or state tax consequences

of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff, which in any way arises out of or is related to said payments. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to herein should it be determined that all or part of such payments constitute gross income to Plaintiff, within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Plaintiff further agrees to hold harmless and defend Defendant, its attorneys, its insurance carrier and their respective agents, employees and assigns against, and to indemnify same for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against Defendant arising out of or relating to Plaintiff's failure to withhold any portion of the payment to Plaintiff for income or social security tax purposes, or for any other purpose, as determined by the IRS.

3. Plaintiff hereby releases and forever discharges Defendant, its present and former affiliates, subsidiaries, parents, owners, partners, officers, directors, shareholders, agents, attorneys, employees, former employees, representatives, insurers and reinsurers, and third party administrators, and all of their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which Plaintiff has, may have, or claim to have against any of them for everything that has occurred up to the date of the signing of this Agreement, including all rights of appeal. Plaintiff acknowledges that this is a General Release and includes, but is not limited to, claims set forth in the Lawsuit. Plaintiff hereby expressly waives and releases any and all claims or rights arising under any federal or state constitution, statute or law; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the New Jersey Law Against

Discrimination (LAD); the New Jersey Civil Rights Act; the Equal Pay Act of 1963; the New Jersey Equal Pay Act; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Family and Medical Leave Act; the New Jersey Family and Medical Leave Act; the Rehabilitation Act of 1973; the Fair Labor Standard Act; the Age Discrimination in Employment Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Constitution of the State of New Jersey; the Constitution of the United States; the New Jersey Family Leave Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Workers Compensation Law; the New Jersey Wage and Hour Law; the New Jersey Civil Rights Act; the Consumer Protection Act of 1968; the Immigration Reform and Control Act of 1986; the Nation Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Employee Polygraph Protection Act of 1988; the Fair Credit Reporting Act; the Uniformed Services Employment and Reemployment Rights Act; the Sarbanes-Oxley Act; the New Jersey Statutes Annotated “Voting Rights” provision, “Reemployment of Military Personnel,” “Polygraph,” “Jury Duty,” “Convictions,” “Lie Detector Tests,” “Medical Coverage Continuation,” “Garnishment,” “Tobacco Outside Workplace,” “Workers Compensation Retaliation,” “Genetic Information;” all claims arising under any Executive Order and any claims derived from or based upon any federal or state regulation; all common-law claims including, but not limited to, public policy violation, whistle blower retaliation, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation, fraud, misrepresentation, negligence, tortious interference with contract or prospective economic advantage, false arrest, false imprisonment, conspiracy, assault, battery, excessive force, malicious prosecution, retaliation or retaliatory action, abuse of process, refusal to file complaints or denial of access to the courts, gender discrimination, intentional or negligent infliction of emotional distress,

negligent or intentional misrepresentation; all claims for any economic loss including back wages, front pay, overtime pay, fringe benefits, or any other form of compensation; all claims for personal injury, including mental anguish, humiliation, pain and suffering, emotional distress, damage to name or reputation or any other form of compensatory or punitive damages, and all claims for costs and attorneys' fees and any and all other claims however denominated, regardless of legal theory or operative facts; any claims relating to any disciplinary matter; and any and all claims for economic and punitive damages, and all fees, costs or other expenses incurred by Plaintiff in pursuit of any claim against Defendant. This Settlement Agreement and Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement, including all rights of appeal.

4. Plaintiff and Defendant stipulate and agree that they will authorize their attorneys to execute, simultaneous with the execution of this Settlement Agreement and Release, a Consent Order of Dismissal of the Lawsuit with prejudice in the form attached hereto as Exhibit B. Each Party will bear its or his own costs and attorneys' fees.

5. It is specifically understood and agreed that the amount paid under this Agreement includes all attorney's fees and costs to which Plaintiff and/or his attorneys may be entitled and the settlement sum is specifically intended to be inclusive of all attorney's fees and costs. Plaintiff understands that by executing this Agreement, he releases and waives any claim and/or right to attorney's fees and expenses in connection with this Lawsuit. Neither Plaintiff, nor William H. Buckman, Esq., nor anyone acting on their behalf, shall make an application for any additional monies in addition to the amount set forth in Paragraph 1 as those amounts are included in the total payment being made herein.

6. Pursuant to N.J.S.A. 2A:17-56.23(b), Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1 will not be released until such time as his attorney provide Counsel for Defendant with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. Plaintiff further understands and agrees that in the event it is revealed that he is a child support judgment debtor, he will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied. Plaintiff also understands and agrees that if any child support judgment exceeds the net proceeds of the settlement sum, the entire settlement proceeds will be utilized to satisfy any outstanding child support judgment.

7. Other than as set forth herein, Plaintiff understands and agrees that no further payments will be sought from Defendant.

8. Plaintiff understands that by signing this Agreement, he waives, relinquishes and forever discharges from any and all claims, rights, entitlement to any other legal or equitable relief, including any rights to discovery, and rights of appeal, which were made or could have been made, which are known or unknown, from Defendant up to and including the date of the final execution of this Agreement.

9. Plaintiff acknowledges that all claims for wages and medical expenses paid or unpaid and/or liens asserted from whatever source paid or unpaid and any reimbursement due any federal or state agency including but not limited to Internal Revenue Service (IRS), Medicare/Medicaid, welfare or any public assistance program or any monies owed under a child support judgment or under any Bankruptcy will be satisfied from the proceeds of this settlement.

10. Plaintiff agrees to hold harmless and defend Defendant, its attorneys, its insurance

carrier and their respective agents, employees and assigns, against any claims with respect to distribution of proceeds as referenced in the preceding paragraphs, and Plaintiff further agrees to: (i) indemnify the above parties for any and all losses and/or damages arising from claims by Medicare/Medicaid, which may be made against any of the above parties arising out of or relating to Defendant's failure to withhold any portion of the payment to Plaintiff or Plaintiff's attorney for wages and medical expenses paid or unpaid and/or liens asserted from whatever source paid or unpaid and any reimbursement due Medicare/Medicaid for any other purpose; and (ii) reimburse the above parties for any resulting payments, legal costs and expenses, including without limitation, all penalties and interest properly payable to any Medicare/Medicaid related governmental entity the event that such expenses are made necessary as result of the actions or inactions of the Plaintiff.

11. Plaintiff further covenants and promises that he will not hereafter file or cause to be filed on his behalf any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against Defendant, or any of the persons or entities released herein, for anything that has happened up to and including the date of this Agreement; and Plaintiff further covenants and represents that he will not file or permit any third-party to file any charge, claim or complaint against Defendant, seeking personal recovery or personal injunctive relief with respect to any matter in any way arising out of or relating to his interaction with Defendant.

12. This Agreement does not constitute an admission by any party of any wrongful action or violation of any federal or state statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights, nor does it constitute an admission contrary to the assertions in the Lawsuit or denials made by Defendant in responsive pleadings.

13. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement; and that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement to any third party any claim that he has, may have or believes he has or may have against Defendant, and all of their officials, whether elected or appointed, officers, employees, representatives, assignees and designees. Plaintiff represents that he has no other charge, claim or complaint of any kind pending against the Defendant, and he further covenants and represents that he will not file or cause to be filed any charge, claim or complaint seeking recovery or injunctive relief with respect to any matter in any way arising out of or relating to his interaction with Defendant as set forth in his Complaint. The Signature of the Plaintiff below indicates that he has had an opportunity to review this Agreement with his attorney, that he has read and understood the provisions and that he has executed it voluntarily with full knowledge of the significance of all provisions.

14. Plaintiff and Defendant agree that neither will engage in any speech or conduct which disparages the other, including his/its representatives, employees or agents, unless required by law or through legal process.

15. The waiver by Plaintiff and/or Defendant of a breach of any provision hereof shall not operate or be construed as a waiver of that breach by the other or as a waiver of any subsequent breach by the other.

16. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

17. By executing this Agreement, Plaintiff represents and acknowledges that he does not

rely, and has not relied upon, any representations or statements not set forth in this Agreement with respect to the subject matter, basis or effect of this Agreement, or otherwise. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties and memorializes in writing the settlement agreed upon between all parties in this matter.

18. Plaintiff acknowledges and agrees that he is bound by this Agreement. This Agreement shall be binding upon and inure to the benefit of Plaintiff and Defendant, and any of their respective heirs, legal or personal representatives, agents, employees, successors or assigns.

19. This Agreement contains the full agreement between Plaintiff and Defendant and may not be modified, altered, changed or terminated, except upon the express prior written consent of Plaintiff and Defendant, which consent must be signed by both Plaintiff and Defendant or their duly authorized agents.

20. The parties agree that the language of this Agreement has been negotiated, is a product of the draftsmanship of all of the parties and that the usual rule that the provisions of a document are to be construed against the drafter shall not apply to the interpretation of any provisions hereof.

21. If any term, provision or condition of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall be without effect upon the validity or enforceability of any other provision, term or condition of this Agreement, provided that the essential consideration received by each party is not eliminated or reduced as a result of such a declaration of invalidity.

22. The signature of Plaintiff below indicates that he has had an opportunity to review

this Agreement with an attorney, if he so chooses, and in fact has reviewed this Agreement with his attorney, that he has read and understood the provisions and that he has executed it voluntarily with full knowledge of the significance of all provisions.

IN WITNESS WHEREOF, and intending to be legally bound, Plaintiff has executed this Agreement.

STATEMENT BY JOSEPH MARCANTONIO, WHO IS SIGNING BELOW:

The Defendant has advised me in writing to consult with an attorney prior to executing this Agreement. I have carefully read and fully understand the provisions of the Agreement and have had sufficient time and opportunity to consult with my personal tax, financial and legal advisors prior to executing this document and I intend to be legally bound by its terms. I understand that I am entitled to a full twenty-one (21) days to review the Agreement, but I specifically waive any remaining time of the twenty-one (21) days by executing this Agreement this date. I execute this Agreement prior to the expiration of twenty-one (21) days in a knowing, and voluntary manner with the full knowledge that I am waiving any and all rights or claims I may have to later challenge the sufficiency, scope or terms of the Agreement and have done so after consultation with my attorney. I understand that I may revoke my signature on this Agreement within seven (7) days following my signing, I understand that my rights under this Agreement are contingent on my signing this Agreement and not revoking my signature on said document.

BY:



JOSEPH MARCANTONIO

STATE OF NEW JERSEY :

: SS.

COUNTY OF :


I CERTIFY that on 10/27/10, 2010, JOSEPH MARCANTONIO, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as his act and deed.

William Buckman
~~NOTARY PUBLIC~~
attorney at law
STATE OF N.J.

WILLIAM H. BUCKMAN, ESQ.
Attorneys for Plaintiff

DVORAK & ASSOCIATES, LLC
Attorneys for Defendants

By: 
WILLIAM H. BUCKMAN, ESQ.

By: _____
LORI A. DVORAK, ESQ.

EXHIBIT A

File No. 936-1049

Dvorak & Associates, LLC

ATTORNEYS AT LAW

390 George Street, 8th

New Brunswick, NJ 08901

(732) 317-0130; FAX (732) 317-0140

Attorneys for Defendants, Township of East Brunswick, Barry Roberson, Alan Quercia,
George Kaltenbach, and Scott Mayer

FILED

JUN 28 2010

Hon. Phillip Lewis Paley

JOSEPH MARCANTONIO,

Plaintiff,

v.

**EAST BRUNSWICK TOWNSHIP,
BARRY ROBERSON, GEORGE
KALTENBACH, SCOTT MAYER,
ALAN QUERCIA**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY - LAW DIVISION**

Docket No. MID-L-6428-07

Civil Action

ORDER

THIS MATTER having been opened to the Court for Trial on June 1, 2010, before the Honorable Phillip Lewis Paley, J.S.C., and Lori A. Dvorak, Esq., of Dvorak & Associates, LLC, appearing on behalf of Defendants, Township of East Brunswick, Barry Roberson, Alan Quercia, George Kaltenbach, Scott Mayer, and William H. Buckman, Esq., of William H. Buckman Law Firm, appearing on behalf of Plaintiff, Joseph Marcantonio, and for good cause shown;

IT IS on this 28th day of June, 2010

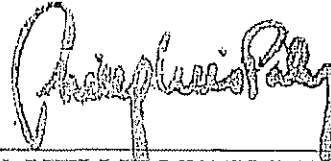
ORDERED that the Complaint of Plaintiff, Joseph Marcantonio, is hereby dismissed with prejudice and without costs as to Defendant, Barry Roberson, and it is further

ORDERED that the Complaint of Plaintiff, Joseph Marcantonio, is hereby dismissed with prejudice and without costs as to Defendant, George Kaltenbach, and it is further

ORDERED that the Complaint of Plaintiff, Joseph Marcantonio, is hereby dismissed with prejudice and without costs as to Defendant, Scott Mayer, and it is further

ORDERED that the Complaint of Plaintiff, Joseph Marcantonio, is hereby dismissed with prejudice and without costs as to Defendant, Alan Querica, and it is further

ORDERED that true copies of the within Order shall be served upon all parties to this action within seven (7) days of the date hereof.

A handwritten signature in cursive script, appearing to read "Phillip Lewis Paley", written in black ink.

HON. PHILLIP LEWIS PALEY, J.S.C.

EXHIBIT B

Dvorak & Associates, LLC

Attorneys-at-Law

390 George Street, 8th Floor

New Brunswick, NJ 08901

(732) 317-0130; FAX (732) 317-0140

Attorneys for Defendants, East Brunswick Township, Barry Roberson,
George Kaltenbach, Scott Mayer and Alan Quercia, as to compensatory claims

JOSEPH MARCANTONIO,

Plaintiff,

v.

**EAST BRUNSWICK TOWNSHIP,
BARRY ROBERSON, GEORGE
KALTENBACH, SCOTT MAYER,
ALAN QUERCIA**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY - LAW DIVISION**

Docket No. MID-L-6428-07

Civil Action

Plaintiff, Joseph Marcantonio, and Defendant, Township of East Brunswick, having agreed to resolve the disputes in this action through a Settlement Agreement and Release, this action and all claims asserted or which could have been asserted in this action be and hereby are dismissed with prejudice and with each party bearing its or his own attorneys' fees and costs.

SO ORDERED on this _____ day of _____ 2010.

J.S.C.

STIPULATED AND AGREED TO BY:

WILLIAM H. BUCKMAN, ESQ.
Attorneys for Plaintiff

DVORAK & ASSOCIATES, LLC
Attorneys for Defendants

By: _____
WILLIAM H. BUCKMAN, ESQ.

By: _____
LORI A. DVORAK, ESQ.